

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION**

WSRE-TV FOUNDATION, INC.,
A Florida non-profit corporation,

Plaintiff,

v.

Case No. 4:25-CV-503

LAURA BARBER, an individual,
GREG PADILLA, an individual, and
MARY LISA GREDLER, an individual,

Proposed Donor Class
Representative Defendants,

And

THE DISTRICT BOARD OF
TRUSTEES FOR PENSACOLA
STATE COLLEGE, a Public University,
and COMMISSIONER ANASTASIOS
KAMOUTSAS, as Commissioner of
Florida Department of Education,

Defendants.

_____ /

COMPLAINT

COMES NOW, WSRE-TV FOUNDATION, INC. (“Foundation” or
“Plaintiff”), by and through its undersigned counsel, and brings this
Complaint alleging federal statutory interpleader, violations of Plaintiff

Foundation's First Amendment rights under the Federal Constitution, pursuant to 42 U.S.C. § 1983, and other claims against THE DISTRICT BOARD OF TRUSTEES FOR PENSACOLA STATE COLLEGE ("PSC" or "DEFENDANT"), and ANASTASIOS KAMOUTSAS, as Commissioner of Florida Department of Education ("Kamoutsas", "Department" or "Defendant") (collectively "DEFENDANTS"), and as to the rights of the proposed Defendant Donor Class, represented by DONOR CLASS REPRESENTATIVES LAURA BARBER, GREG PADILLA and MARY LISA GREDLER, and DONOR DEFENDANT CLASS ("DONOR DEFENDANTS"), and states the following:

STATEMENT OF THE CASE

"It's easy to say, 'It's not my child, not my community, not my world, not my problem.' Then there are those who see the need and respond. I consider those people my heroes."

- Fred Rogers, *You Are Special: Words of Wisdom for All Ages from a Beloved Neighbor* (Penguin Books 1995).

1. In a modern age where noise masquerading as knowledge is spread by Tik-Toks, Snaps, and Shorts, private citizen-heroes across Northwest Florida and South Alabama saw a need for mass media to serve the public with educational television, free of commercialization and government control. In reliance on private financial support from these

citizens, that need has been met with the programming provided by the Public Broadcasting Service (“PBS”), including its documentaries and Emmy-award winning children’s shows such as *Sesame Street* and *Mister Rogers’ Neighborhood*, combined with unique programming to cater to the local community. Citizen-heroes responded by donating millions of dollars in private funds to the Foundation to ensure the continued availability of public television to children and adults across the region.

2. The sacrifice of these donors is now threatened by the decision of Pensacola State College (“PSC”), which is acting at the directive of the State of Florida and its Department of Education (“Department”), to sever the relationship between the Foundation, its donors, and PBS. PSC’s misguided interpretation of the legal implications of its actions not only risks depriving the community of public television, which has benefited generations, but also threatens millions of dollars in private donations to the Foundation. If PSC is allowed to access these funds, as it seeks to do, PSC will chill the constitutionally protected expression of the Foundation and its donors and use the money as PSC chooses, rather than as intended by the donors who entrusted the Foundation to further the mission and goals embodied by public television.

3. As a result of PSC's and the Department's decision to terminate PSC's relationship with the Foundation and to undermine the previously shared goals of providing public television, the Foundation brings this action to protect these private funds, to protect the Foundation's and its donors' First Amendment rights of free speech and association, and to obtain declaratory relief from the Court in order to ensure that the funds are administered consistently with the intent of the private donors. As intended by those donors, the Foundation, in its capacity as a private not-for-profit entity, seeks to use the funds to continue the mission embodied by public television. However, as PSC has taken the position that the Foundation should effectively dissolve and disburse its funds to PSC, if necessary, the Foundation asks the Court to provide notice to a Donor Class, represented by named putative class representatives, to be heard as to how the funds should be administered going forward. Such relief is necessary to prevent the Foundation from being subject to competing claims and civil actions related to the funds in the Foundation's control.

JURISDICTION AND VENUE

4. Plaintiff WSRE-TV Foundation Inc. is a non-profit corporation incorporated under the laws of Florida with principal offices in Pensacola, Florida.

5. Proposed Representative of the Defendant Donor Class Laura Barber is an individual who resides in Gulf Breeze, Florida, is a citizen of Florida, and has donated funds to the Foundation, which are at issue.

6. Proposed Representative of the Defendant Donor Class Greg Padilla is an individual who resides in Mobile, Alabama, is a citizen of Alabama, and has donated funds to the Foundation, which are at issue.

7. Proposed Representative of the Defendant Donor Class Mary Lisa Gredler is an individual who resides in Tallahassee, Florida, is a citizen of Florida, and has donated funds to the Foundation, which are at issue.

8. Defendant Donor Class consists of over 100 private individuals that have donated funds to the Foundation, which are at issue, and which may have claims to such funds or a right to direct the use of such funds. The proposed class is being named because the class is so numerous that joinder of all members is impracticable, there are questions of common law or fact to the class, the factual and legal position of the representative Donor Defendants are typical of the factual and legal positions of the class, and the representative Donor Defendants will fairly and adequately protect the interest of the class.

9. Defendant Donor Class is also necessary because:

- a. Prosecuting separate actions against individual class members would create a risk of inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct;
- b. Adjudications with respect to individual class members that, as a practical matter, would be dispositive of the interests of the other members not parties to the individual adjudications or would substantially impair or impede their ability to protect their interests;
- c. The final declaratory relief is appropriate respecting the class as a whole; and/or
- d. The questions of law or fact common to class members predominate over any questions affecting only individual members, and a class action is superior to other methods for fairly and efficiently adjudicating the controversy.

10. Defendant PSC is the Board of Trustees for Pensacola State College, a public university located in Escambia County, Florida, which asserts a claim to the private donations held by the Foundation, which are at issue.

11. Defendant Anastasios Kamoutsas is being named in his capacity as commissioner of the Florida Department of Education, which is headquartered in Tallahassee, Florida. The Department oversees Florida state colleges, including Defendant PSC.

12. This Court has jurisdiction over Plaintiff Foundation's federal claims under 28 U.S.C. § 1331 and 42 U.S.C. §§ 1983, 1988.

13. Jurisdiction is further proper under 28 U.S.C § 1367, 28 U.S.C § 1332 and 28 U.S.C. § 1335 (Federal Interpleader), as there is the requisite minimal diversity jurisdiction between Plaintiff and Donor Defendant, Greg Padilla, and the amount in controversy meets the threshold dollar requirements of over \$500 (28 U.S.C § 1335), over \$75,000 (28 USC § 1332(a)) and over \$5,000,000 (28 U.S.C. § 1332(d)(2)), respectively.

14. Venue is proper under 28 U.S.C § 1391(b) in this District because Defendant Department is located in and acted in this venue, and the causes of action alleged arose, in part, from donations and actions by Defendants that occurred in this District, including donations made by Defendant Donor Mary Lisa Gredler as a resident in Leon County, Florida. The action is properly in the Tallahassee Division of the United States District Court for the Northern District of Florida pursuant to N.D. Fla. Loc. R. 3.1(A)(2) and 28 U.S.C. § 1391(b).

GENERAL ALLEGATIONS

I. The Creation and Expansion of the Public Broadcasting Service

15. Over 100 years ago, at the dawn of the mass communications age introduced by radio, there was spirited disagreement about how to use mass media technology to serve the public interest.

16. Advocates for educational radio attempted to set aside radio frequencies for educational use. However, the Radio Act of 1927 and the Communications Act of 1934 created an almost entirely commercialized industry, oriented towards delivering audiences to advertisers. Educational radio stations, many based within universities, operated on the margins, using low power frequencies with limited capacity. In 1938, educational advocates were able to set aside radio channels for educational use.

17. In 1939, Americans were first introduced to television. Again, there was spirited disagreement as how to best use this form of mass media to serve the American public. This debate continued until 1952, when the federal government set aside a part of the broadcast television spectrum for educational purposes.

18. By 1956, there were 16 educational television stations; and by 1962, there were 76 such stations across the country. These early

educational television stations were extremely local and reflected the unique needs and interests of the communities in which they served.

19. Some states opted to create state-wide networks, while other stations grew out of local community non-profits or educational institutions. These early stations were extremely independent and relied almost entirely on their own communities for funding and programming.

20. In the mid-1960's, leaders of educational television stations recognized the need for collaboration to ensure the continued financial success of public educational television.

21. With the endorsement of the White House, the Carnegie Commission on Educational Television produced a report in 1967. The report emphasized the importance of local stations and proposed new ways to fund the work of public television stations, while maintaining their independence from government. The Commission captured the lofty aspirations for public television as follows:

[Public television] should arouse our dreams, satisfy our hunger for beauty, take us on journeys, enable us to participate in events, present great drama and music, explore the sea and the woods and the hills. It should be our Lyceum, our Chautauqua, our Minskey's, our Camelot.

Carnegie Commission on the Future of Public Broadcasting, *Public Television: A Program for Action*, January 26, 1967.

22. In 1967, Congress enacted the Public Broadcasting Act and paved the way for the formation of the federal Corporation for Public Broadcasting (“CPB”).

23. CPB quickly recommended the formation of a national program distribution service, which was organized to provide national interconnection services for its station members.

24. On November 3, 1969, the Public Broadcasting Service (“PBS”) was established as a successor to the National Educational Television Network.

25. PBS began operations on October 5, 1970, and quickly became known for its high-quality programming, including iconic shows like *Sesame Street* and *Mister Rogers’ Neighborhood*.

26. Since its inception, PBS has been instrumental in providing educational content, particularly for children, and has offered a variety of documentaries, science programs, and cultural and artistic content.

27. To create and air this content, PBS relies on a combination of federal funding, viewer donations, and grants from private foundations.

28. Throughout its time, PBS has faced many threats to its funding, but it has continued to adapt and thrive, expanding its reach and

programming. Such success is largely reliant on private donations and fundraising, such as that by the Foundation.

29. Over the last five decades, PBS and its 360 member stations, including WSRE-TV in Pensacola, have continued to evolve to service the American people and their local communities.

30. From science and natural history programs, to arts and education for kids, PBS has served the needs of its citizens, not consumers, across its platforms.

31. PBS' service remains rooted in local communities; and for many, PBS stations are the only locally operated and locally accountable media organizations that remain.

32. For this reason, the Foundation works diligently to develop the support of private donors, who voluntarily donate small and large dollars entrusted to the Foundation to ensure that PBS programming and similar community services remain accessible to everyone in Northwest Florida and South Alabama.

II. History of WSRE-TV

33. WSRE-TV, the public television station for Northwest Florida and South Alabama, began operations in 1967 under a Federal Communications

Commission (“FCC”) license, which was originally granted to the Escambia County School Board, and is reliant on private fundraising to operate.

34. The federal broadcasting license granted to WSRE-TV is overseen by the FCC, which regulates the public broadcast spectrum and issues specific licenses to broadcast at certain frequencies, subject to specific federal requirements. The FCC’s regulations ensure that broadcast stations operate in the public interest and comply with various rules and regulations, particularly as it relates to public, educational television programming. In operating under this license, stations agree to federal oversight of the FCC and to follow the FCC’s rules and regulations to ensure the stations meet their non-commercial status and serve the public interest.

35. In 1972, the Escambia County School Board transferred the station’s FCC license to the District Board of Trustees of Pensacola State College, which owned the station’s analog transmitting site.

36. In reliance on PBS and the Foundation, WSRE-TV met its obligations under its FCC license by offering educational and formal training content throughout the decades, from *Sesame Street* to educational programming related to naval warships for students in the military during the Vietnam War and educational programming for nursing students.

37. Currently, WSRE-TV reaches more than 1.2 million viewers from the Alabama-Mississippi line to Sandestin, Florida, as broadcast from the Jean and Paul Amos Performance Studio.

38. WSRE-TV offers Emmy-winning PBS programming for all ages. Children's programming airs 51 hours per week on WSRE and 24/7 on the WSRE PBS Kids Channel.

39. Since 2008, WSRE has won four regional Emmy nominations and 24 Telly Awards for original productions.

40. WSRE produced outstanding, award-winning documentaries including *Gulf Coast War Memories*, *Khaki Coast*, *Gulf Island National Seashore*, *History of Baseball in Pensacola*, *They were our Fathers*, and *Hank Locklin: Country Music's Timeless Tenor*.

41. WSRE-TV's robust local line-up includes *Beyond the Menu*, *Conversations with Jeff Weeks*, *In Your Own Backyard*, *inStudio*, *Connecting the Community*, and *Nightmare Theatre*.

42. WSRE-TV's educational services positively impact local families by delivering America's #1 media brand for children through free broadcast and streaming content, classroom resources and teacher training for local schools, the operation of two WSRE Imagination Station early learning activity centers, and special community events.

43. Financial support is vital to the services offered by WSRE-TV. WSRE's annual budget is over \$4 million, which is funded in large part by the Foundation's funds received from private donors.

III. Creation of WSRE-TV Foundation and its Direct Support Agreement with Defendant PSC

44. To aid in raising private funds and to assist in furthering the mission of free public television, the Foundation was created in 1990.

45. The Foundation assists in raising money for a multi-faceted mission, which includes but is not limited to ensuring the broadcast of PBS in Northwest Florida and South Alabama.

A. Private Fundraising

46. The Foundation, and its Board, engage in continuous and systematic fundraising campaigns to support the Foundation's mission.

47. The Foundation's fundraising efforts include, but are not limited to, telethons, direct solicitation, on-air solicitations, and private donor fundraising events.

48. The overarching purpose promoted by the Foundation in soliciting private donations is to ensure the continued availability of PBS programming, which has become integrated into American life and society unlike any other phenomenon over the last half-century.

49. Since its inception, the Foundation has procured over \$26 million in private donations to support the Foundation's mission, with average annual donations of over \$800,000 for the past five years.

50. At present, the Foundation is responsible for administering over \$5 million to support its mission.

B. Gift Agreement of Jean and Paul Amos

51. In 2006, Jean and Paul Amos provided a gift endowment to the Foundation of over \$500,000.

52. This private gift was intended to be a permanent endowment fund with distributions to be made only from income, unless the Foundation Board chooses otherwise.

53. The intention of the Amos' endowment was that it be used only in accordance with the mission and scope of the Foundation and for educational purposes.

54. At present, the Amos' endowment, including principal and associated growth, is valued at over \$1.5 million.

55. When necessary, at the Foundation's direction, the gift endowment can be modified and provided to another charity or used consistently with other charitable and/or educational needs supported by the Foundation.

C. Direct Support Organization Agreement

56. On November 17, 2016, the Foundation and Defendant PSC entered into a Direct Support Organization (“DSO”) Agreement. See **Exhibit 1**, DSO Agreement.

57. In this Agreement, the Foundation agreed to receive, hold, invest and administer property and to make expenditures to, or for the benefit of, a Florida College System institution so long as the Agreement continued.

58. Specifically, the Foundation was responsible for:

- a. “[T]he control and management of the Foundation’s assets...***and shall also be responsible for the prudent management of all gifts consistent with donor intent...***”
- b. “[T]he performance and oversight of the Foundation’s operations, based on bylaws that clearly address the Board’s responsibilities and expectations regarding conflict of interests.”
- c. Allow a “designee” from Defendant PSC to serve on Plaintiff’s board.
- d. To be “responsible for all activities related to soliciting private support, establishing productive relationships with external groups, reporting of gifts and Foundation development.”
- e. “[B]ear[ing] the major responsibility for private sector fundraising.”

Id. at Section III (emphasis added).

59. The DSO Agreement recognized the Foundation’s employees to be full-time and regular employees of Defendant PSC, who were entitled to

participate in the retirement system and other fringe benefits of the college so long as the DSO Agreement was in place. *Id.* at Section IV.

60. The Agreement further recognized:

“[PSC] and [the Foundation] are separate and distinct legal entities, and nothing in this agreement is intended to create or constitute a joint venture, partnership, agency, trust, or other association of any kind between the parties or persons referred to herein. Except as otherwise provided herein, no party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other party...In all matters relating to this agreement each party hereto shall have sole liability for its own acts.”

Id. (emphasis added).

61. By providing this language in the Agreement, which was drafted and executed by Defendant PSC, Defendant PSC recognizes that both entities are separate and apart from one another and thereby should also recognize that the Foundation’s assets, including the funds at issue in this lawsuit, are separate and apart from PSC’s assets and therefore not under PSC’s control.

62. The DSO Agreement recognized that the Foundation is “the primary depository of private gifts.” *Id.* at Section VI.

63. The DSO Agreement provided that Defendant PSC could decertify and terminate this Agreement, if Defendant’s President determines the Foundation is no longer operating for the benefit of Defendant PSC, the tax-exempt status of the Foundation was revoked, or the Foundation failed

to materially comply with applicable laws, rules or the DSO Agreement. *Id.* at VIII.

D. PSC Terminates its Relationship with PBS and Decertifies the Foundation as a DSO

64. Despite the long history of public broadcasting television in Florida, the State of Florida has taken actions in Tallahassee, Florida, to undermine public broadcasting, including attempts to interfere with funding, such as that provided by the Foundation and its donors.

65. Notwithstanding local public media groups attempting to have a dialogue with the Governor's Office and the Florida Department of Education to determine if there is a way to address the Governor's concerns regarding public broadcasting, while ensuring Floridians can continue to have access to the programming they turn to for information about their state government, and the resources they depend on during a storm, the funding cuts were upheld and the directive by the state government and Department was that PBS was "Done in Florida." See X, Formerly Twitter, @GovRonDeSantis, dated July 11, 2025.

66. In September 2025, PSC voted to end PSC's affiliation with PBS as of June 30, 2026, and then decided to de-certify PSC's DSO Agreement with the Foundation.

67. On September 25, 2025, Defendant PSC's President, Ed Meadows, sent a letter to the Foundation confirming that Defendant PSC was "formal[ly] terminat[ing]...WSRE Foundation as a direct support organization of Pensacola State College, effective upon receipt of this letter dated September 25, 2025." See **Exhibit 2**, September 25, 2025 Letter to Plaintiff.

68. However, PSC's actions went beyond merely ending its affiliation with the Foundation and PBS. President Meadows also purported to require the dissolution of the pre-existing private Foundation and went even further to demand that the funds donated to the Foundation by private citizens be turned over to the government entity, PSC. PSC also accessed and took control of the Foundation's confidential files and records that disclose the identifying and personal information of the Foundation's donors.

69. PSC, and its government employees and agents, have engaged in direct and overt acts to misappropriate and/or interfere with the Foundation's private funds and donors, without notice or authority from the Foundation or the private citizen donors. These acts include but are not limited to attempting to access the Foundation's bank account and attempting to intercept checks from private citizens intended to be donations

to the Foundation, as well as appropriating the donor database and personal identification information related to the Foundation's donors.

70. There is no legal basis for the demands made by President Meadows and PSC. First, no government entity, much less Pensacola State College, can unilaterally demand the dissolution of a private Foundation. Second, even if the Foundation were dissolved, which it does not intend to do, its bylaws specifically provide that, should there be a dissolution, the distribution of assets may be given to an organization exempt under Section 501(c)(3) of the Internal Revenue Code, as the Board of Directors, or the court, respectively, may determine. See **Exhibit 3**, Plaintiff's Bylaws. The government cannot unilaterally seize these funds as PSC has attempted to do. PSC disagrees.

71. As evidenced by public statements from officials for the State of Florida, these impermissible actions by the government are because of the Foundation's intent to continue to promote PBS programming content and are intended to chill such speech and the association of the Foundation's donors in support of such speech.

72. Given that PSC, at the direction of the Department, has chosen to abandon its relationship with PBS, the Foundation does not believe it is

required to continue to provide funding to PSC, which will not be in furtherance of the Foundation's mission or its donors' intent.

IV. Foundation's Continued Mission and Intent

"Often when you think you're at the end of something, you're at the beginning of something else."

- Fred Rogers, *The World According to Mister Rogers: Important Things to Remember*, (Hyperion Books 2003).

73. The Foundation's mission is to serve the local communities of Northwest Florida and South Alabama with high-quality programming, training, events, and services that educate, entertain, inspire, and support the needs of the local community.

74. While PSC has chosen to no longer pursue this mission, the Foundation is committed to continuing its mission and ensuring that PBS programming remains within reach of every child and resident of Northwest Florida and South Alabama.

75. The Foundation's private donors intended to entrust their private funds with the Foundation for the purpose of using the funds to further that mission, which includes distribution of PBS in the local area.

76. To this end, the Foundation believes it is entitled to retain and spend the funds in its possession, as well as future donations to the

Foundation, as its Board of Directors directs, including in broadcasting PBS content.

77. The Foundation is actively pursuing means that would allow the Foundation to take over and directly broadcast PBS programming, as well as continuing to support the other community events that further the Foundation's mission and donor intent.

78. In the event this Court finds, however, that the Foundation may not continue, the Foundation asks the Court to provide notice to and allow a proposed Defendant Class of Donors, and/or sub-classes, to be heard as to the distribution of these private funds consistent with donor intent, which may include return of funds to donors and/or distribution to other causes.

79. The Foundation has offered to resolve the issues identified herein with PSC in a manner that would allow the Foundation to continue its mission consistent with donor intent to make public television, including PBS programming, available in the community. However, PSC refused these overtures and continues to demand the Foundation forfeit its funds to PSC and/or to the PSC Foundation.¹ Specifically, PSC has demanded: (a)

¹ There is no distinction of transferring the funds in question to PSC or to the PSC Foundation, as the sole focus of both entities is promoting the state college of PSC. Further, Defendant PSC has stated that neither entity would use the funds for the original donor purposes of promoting, continuing, and maintaining access to PBS for Northwest Florida and South Alabama.

Plaintiff Foundation pay all outstanding invoices related to WSRE-TV, including invoices for services and/or goods after the cancellation by PSC of the DSO Agreement; (b) Plaintiff Foundation transfer the Amos Endowment, meant for the support of providing PBS broadcasting to the local community, to PSC; and (c) all of Plaintiff Foundation's funds, including funds donated by donors for the continuation and support of PBS broadcasting, be transferred to PSC. Further, Defendant PSC objected to Plaintiff Foundation's desire to broadcast PBS to the local area. Defendant PSC threatened adverse action by the State of Florida, as well as legal action, if Plaintiff Foundation continued to pursue the Foundation's mission and did not meet PSC's demands. As such, Plaintiff Foundation has no choice but to bring this action to have the Court determine the rights of all parties involved.

**COUNT I – FEDERAL INTERPLEADER
UNDER 28 U.S.C § 1335**

80. Plaintiff realleges and incorporates by reference the allegations set forth in paragraphs 1 through 79 above, as if fully set forth herein.

81. Plaintiff is in possession of donations provided by private Donors to be used for maintenance and continuance of free public educational television and community events.

82. Defendant PSC has terminated its relationship with the Foundation and educational television programming from PBS, which is contrary to the intent of the donors.

83. Defendant PSC has sought for the Foundation to dissolve and for the Foundation to transfer its assets to Defendant PSC.

84. Given that this position of PSC is inconsistent with donor intent and the Foundation's bylaws, Plaintiff Foundation is exposed to potential double liability and litigation by Defendant PSC, the Department, Defendant Donors, and/or Plaintiff Foundation's board members if the Foundation turns over the requested private assets to Defendant PSC.

85. Plaintiff seeks to interplead the funds into the Court Registry by providing a bond payable to the Clerk in the amount set by the Court and which is conditioned upon compliance by the Plaintiff with the future order or judgment of the Court with respect to the full assets.

WHEREFORE, Plaintiff requests it be allowed to interplead the funds under Federal Interpleader, 28 U.S.C. § 1335, the Defendants be refrained from instituting or prosecuting any separate action against the Plaintiff for recovery of the funds or any part of it in any other proceeding, the Court determine the proper distribution of the funds, Plaintiff recovers reasonable

attorney's fees and costs, and for any further relief that this Court deems just and proper.

**COUNT II – VIOLATION OF FIRST AMENDMENT RIGHTS
TO FREE SPEECH AND FREEDOM OF ASSOCIATION
UNDER 42 U.S.C. § 1983**

86. Plaintiff realleges and incorporates by reference the allegations set forth in paragraphs 1 through 79 above, as if fully set forth herein.

87. Defendants PSC and the Department acted under color of law, but contrary to law, and intentionally and unreasonably deprived Plaintiff Foundation and its donors of their rights, privileges, and immunities secured by the First Amendment, including freedom of speech and freedom of association, under the Federal Constitution and the laws of the United States, including 42 U.S.C § 1983.

88. The donations made by private citizens to the Foundation and the Foundation's decisions related to spending that money, which is done in support of public television and programming provided by PBS, constitute speech protected by the First Amendment.

89. Further, the identity and personal information of the Foundation's donors, which are maintained by the Foundation, are protected from disclosure to, or possession by, the government as part of the freedom of association enshrined in the First Amendment.

90. To chill such speech and infringe on the right of association, PSC and the Department have taken adverse action against the Foundation, and derivatively its donors, based on the content of the Foundation's speech, including but not limited to the association of that speech with public television programming from PBS.

91. These efforts to chill protected speech and to engage in materially adverse action include, but are not limited to: (a) demanding that the Foundation dissolve its very existence and transfer all of its assets, including private donations and the identity of its donors, to PSC; (b) taking and maintaining unauthorized possession of the Foundation's donor information, including the identities of such donors; (c) taking possession of the Foundation's assets and property without consent from the Foundation; and (d) threatening to enjoin the Foundation's use of its own assets, including spending of donations from donors.

92. The materially adverse actions of PSC and the Department, as alleged herein, occurred because of the Foundation's and donors' protected speech and association, particularly related to making PBS programming and content available in the local community.

93. As demonstrated by statements from government officials, the content of this speech related to PBS programming was, and remains, a

motivating factor for these adverse actions, notwithstanding pretextual explanations that may be offered by PSC and the Department. To the extent PSC's actions were motivated by financial or other non-content based factors, the mere termination of the DSO Agreement and termination of PSC's affiliation with PBS and the Foundation would have addressed those pretextual concerns. The *additional* actions and demands of PSC and the Department to prevent the Foundation and its donors from continuing to support PBS programming, however, constitute violations of the First Amendment.

WHEREFORE, Plaintiff Foundation demands judgment against Defendants PSC and the Department for damages, as well as injunctive relief to enjoin PSC, the Department, and their employees, agents, and officials from violating Plaintiff Foundation's and its donors' First Amendment rights to freedom of speech and freedom of association, for recovery of costs and reasonable attorney's fees under 42 U.S.C. § 1988, and for any further relief that this Court deems just and proper.

COUNT III – DECLARATORY ACTION
CONTINUATION OF PLAINTIFF FOUNDATION

94. Plaintiff realleges and incorporates by reference the allegations set forth in paragraphs 1 through 79 above, as if fully set forth herein.

95. There is doubt and uncertainty with respect to the continuation of the Foundation and its continued maintenance, collection, and use of funds, and the Foundation is entitled to have that doubt removed. Indeed, the Foundation believes it should continue as a private non-profit, which it did for 26 years before the DSO Agreement with Defendant PSC.

96. PSC has asserted that the Foundation should dissolve and turn over its assets to PSC, based on decertification of the DSO Agreement.

97. The Foundation is asking the Court to declare its legal right to continue as a private non-profit organization and allow it to continue its maintenance, collection, disbursement, and use of its funds, as its Board of Directors instructs to support PBS and its mission, rather than requiring the Foundation to dissolve and transfer its assets to Defendant PSC.

98. There is a bona fide, actual, present, practical need for declaratory relief.

99. The declaration pertains to a present controversy as to the state of facts as alleged herein.

100. The privileges and powers of the Foundation with regard to its continuation and use and maintenance of funds are at issue.

101. The parties have actual, present, adverse, and antagonistic interests with respect to the Foundation's continuation as an entity and the disbursement and maintenance of the funds at issue.

102. The antagonistic and adverse interests are all before the Court by proper process.

103. The relief sought herein is not merely the giving of legal advice or the answer to questions propounded by curiosity.

WHEREFORE, Plaintiff respectfully requests a declaratory judgment that declares that the Foundation can continue as a private non-profit to continue its mission and the mission of PBS, that the Foundation can continue to collect, maintain, and disburse its funds as directed by its Board to continue furthering its mission, the Foundation's funds do not have to be transferred to Defendant PSC, for attorney's fees and costs, and for any other relief as the Court deems just and proper.

COUNT IV – DECLARATORY ACTION
DISBURSEMENT OF FUNDS

104. Plaintiff realleges and incorporates by reference the allegations set forth in paragraphs 1 through 79 above, as if fully set forth herein.

105. If the Court determines the Foundation must be dissolved and/or distribute its assets because of the decertification of the DSO Agreement by PSC, there is doubt and uncertainty with respect to the disbursement of the

Foundation's assets (which include donations from Defendant Donor Class and the Jean and Paul Amos Endowment), and the parties are entitled to have that doubt removed.

106. PSC has asserted that any such funds should be turned over to PSC.

107. In the event disbursement is required, the Foundation asks the Court to recognize the Defendant Donor Class and allow it to be heard, through its representatives, to guide disbursement of the funds consistent with donor intent.

108. There is a bona fide, actual, present, practical need for declaratory relief.

109. The declaration pertains to a present controversy as to the state of facts as alleged herein.

110. The privileges and powers of the Foundation with regard to the disbursement of its funds, if required by this Court to dissolve, are at issue.

111. The parties have actual, present, adverse, and antagonistic interests with respect to the Foundation's disbursement and maintenance of the funds in the event of dissolution.

112. The antagonistic and adverse interests are all before the Court by proper process.

113. The relief sought herein is not merely the giving of legal advice or the answer to questions propounded by curiosity.

WHEREFORE, Plaintiff respectfully requests a declaratory judgment as to the distribution of assets, including donations from the donor class, for attorney's fees and costs, and for any other relief as the Court deems just and proper.

**COUNT V – DECLARATORY RELIEF
DONATION TO NON-PROFITS**

114. Plaintiff realleges and incorporates by reference the allegations set forth in paragraphs 1 through 79 above, as if fully set forth herein.

115. If the Foundation is required to dissolve and cannot return the funds to Defendant Donor Class and/or distribute based on donor intent, then there is doubt and uncertainty with respect to the handling and disbursement of the funds at issue, and Plaintiff is entitled to have that doubt removed.

116. If dissolution is necessary and the Foundation cannot return funds to donors and/or distribute based on donor intent, then the Foundation Board should be permitted to distribute the funds consistent with the Foundation's mission, which may include distributions or donations to non-profits and/or charitable organizations that support the Foundation's mission.

117. PSC has asserted that such funds should be turned over to PSC.

118. As such, there is a bona fide, actual, present, practical need for declaratory relief.

119. The declaration pertains to a present controversy as to the state of facts as alleged herein.

120. The privileges and powers of Plaintiff with regard to the disbursement of these funds in accordance with donor's intent and Plaintiff's bylaws are dependent upon the law applicable to the facts alleged herein.

121. The parties have actual, present, adverse, and antagonistic interests with respect to the disbursement of the funds at issue.

122. The antagonistic and adverse interests are all before the Court by proper process.

123. The relief sought herein is not merely the giving of legal advice or the answer to questions propounded by curiosity.

WHEREFORE, Plaintiff respectfully requests a declaratory judgment that declares that, if the Foundation's dissolution is mandated and the Foundation cannot return its funds to donors and/or distribute based on donor intent, then Plaintiff Foundation can disburse the funds to non-profit(s) and/or charitable organization of Plaintiff Foundation's choice, for attorney's fees and costs, and for any other relief as the Court deems just and proper.

**COUNT VI – DECLARATORY RELIEF
EFFECT OF DECERTIFICATION AS DSO**

124. Plaintiff realleges and incorporates by reference the allegations set forth in paragraphs 1 through 79 above, as if fully set forth herein.

125. On or about September 25, 2025, PSC terminated its DSO Agreement with the Foundation. The decertification of the Foundation has created doubt and uncertainty regarding continued obligations of the Foundation, if any, which had been imposed by the DSO, including but not limited to:

- a. The role (if any) of PSC in participating in the Foundation's Board of Directors;
- b. The applicability of Public Records and Sunshine Laws to the Foundation going forward;
- c. The Foundation's obligations as to agreements or contracts that were predicated on the DSO Agreement being in place; and
- d. Ownership and/or compensation for assets paid for and/or owned by the Foundation that are under the possession, control or use of PSC.

126. The Foundation believes that, based on PSC's termination of the DSO Agreement, the Foundation:

- a. Is no longer required to recognize board appointees allocated to PSC under the agreement;
- b. Is no longer subject to Public Records and/or Sunshine Laws;
- c. Is no longer required to participate in agreements with PSC predicated on the DSO relationship; and
- d. Is entitled to a return of all property in possession of PSC owned and/or paid for by the Foundation under the DSO, or that PSC compensate the Foundation for the value of such property.

127. PSC has indicated that it disagrees, in whole or in part, with the effect of its termination of the DSO Agreement.

128. As such, there is a bona fide, actual, present, practical need for declaratory relief.

129. The declaration pertains to a present controversy as to the state of facts as alleged herein.

130. The antagonistic and adverse interests are all before the Court by proper process.

131. The relief sought herein is not merely the giving of legal advice or the answer to questions propounded by curiosity.

WHEREFORE, Plaintiff Foundation respectfully requests a declaratory

judgment that declares that it (a) is no longer required to recognize board appointees allocated to PSC under the agreement; (b) is no longer subject to Public Records and/or Sunshine Laws; (c) is no longer required to participate in agreements with PSC predicated on the DSO relationship; and (d) is entitled to a return of all property in possession of PSC owned and/or paid for by the Foundation under the DSO, or that PSC compensate the Foundation for the value of such property, for attorney's fees and costs, and for any other relief as the Court deems just and proper.

COUNT VII – EQUITABLE ACCOUNTING

132. Plaintiff realleges and incorporates by reference the allegations set forth in paragraphs 1 through 79 above, as if fully set forth herein.

133. For decades, in reliance on the DSO relationship, the Foundation and PSC worked in tandem to support the jointly held mission of furthering public educational television and PBS programming. The parties collaborated in an informal manner to effectively and efficiently further that objective. As a consequence, property, employees, and funds were not always clearly delineated and/or accounted for between the parties.

134. Due to the length of and the nature of the DSO relationship, these transactions, including the invoicing and maintenance of funds by PSC were numerous, extensive, and/or complicated.

135. As this prior DSO relationship and transactions between the parties were numerous, extensive or complicated, the right to an accounting in equity is undoubted.

136. An accounting is required to render complete justice between the parties.

137. Based upon the circumstances, there is no adequate remedy at law.

Wherefore, and for the foregoing reasons, Plaintiff Foundation demands an accounting from Defendant PSC and Defendant Department as to the parties relationship and the Foundation's funds and property, received and maintained by Defendant PSC, attorney's fees and costs, and for such other relief that the Court deems just and proper.

Dated this 11th day of December, 2025

Respectfully submitted,

/s/ Ben Gordon

A. Benjamin Gordon III

Florida Bar No. 528617

Anne N. Izzo

Florida Bar No. 1016166

AnchorsGordon, P.A.

2113 Lewis Turner Boulevard, Suite 100

Ft. Walton Beach, FL 32547

Telephone: (850) 863-1974

Facsimile: (850)863-1591

Email: bgordon@anchorsgordon.com

aizzo@anchorsgordon.com

mary@anchorsgordon.com

casefile@anchorsgordon.com

Attorneys for Plaintiff Foundation

EXHIBIT**1****11****DIRECT SUPPORT ORGANIZATION
AFFILIATION AGREEMENT**

THIS DIRECT SUPPORT ORGANIZATION AFFILIATION AGREEMENT (the "Agreement") is entered into and made effective on this 17 day of November, 2016, by and between **THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA STATE COLLEGE, FLORIDA** (the "College"), a political subdivision of the State of Florida with its mailing address at 1000 College Boulevard, Pensacola, Florida 32504, and **WSRE-TV FOUNDATION, INC.** (the "Foundation"), a Florida corporation not-for-profit with its mailing address at 1000 College Boulevard, Building 23, Pensacola, Florida 32504.

I. Preliminary Statement

Florida Statutes Section 1004.70 provides for the creation of a direct support organization ("DSO") where an entity is to be organized and operated exclusively to receive, hold, invest and administer property and to make expenditures to, or for the benefit of, a Florida College System institution. In addition, this statute allows a College's Board of Trustees to permit the use of College property, facilities, and personal services to assist the DSO in its mission of supporting the College. In order to establish the working relationship between the College and the Foundation, and to delineate the functions of each, the parties have entered into this Direct Support Organization Affiliation Agreement.

II. Organization of the Foundation

The College has an oversight responsibility for the Foundation because it is a supporting organization of the College. In order to fulfill this responsibility, the College requires the Foundation to be properly organized and to meet the minimum standards and requirements set forth in this Agreement.

- A. **Purpose.** The Foundation is hereby recognized as a Pensacola State College DSO because it will use the property, facilities, personal services and name of the College for the purpose of receiving, holding, investing and administering assets and property and making expenditures for the benefit of the College.
- B. **Incorporation.** The Foundation shall be, and at all times shall remain, a Florida not-for-profit corporation organized under the provisions of Chapter 617 of the Florida Statutes.
- C. **Tax-Exempt Status.** The Foundation shall be, and at all times shall remain, exempt from federal and state taxes. Exemption from federal taxation is not automatic, therefore, the Foundation must qualify as a tax-exempt organization (typically referred to as a "501(c)(3) organization") by making application to the Internal Revenue Service and maintaining such tax-exempt status at all times.
- D. **Articles of Incorporation.** The Foundation must have on file with the Florida Secretary of State such Articles of Incorporation as are required by the provisions of Chapter 617, Florida Statutes.

The Foundation's stated purpose for which it is organized shall be to support and benefit Pensacola State College.

- E. **Bylaws.** The day-to-day governance of the Foundation's corporate affairs shall be provided in its bylaws. The bylaws must contain provisions dealing with the membership of its governing board, meeting requirements, and duties of its board members.

III. Management of the Foundation

- A. The Foundation Board of Directors shall be responsible for the control and management of the Foundation's assets, consistent with Florida law. The Foundation Board shall also be responsible for the prudent management of all gifts consistent with donor intent, provided that such intent is consistent with the goals of the College and in the best interest of the State, and will not otherwise conflict with applicable law.
- B. The Foundation Board of Directors shall be responsible for the performance and oversight of its operations, based on bylaws that clearly address the Board's responsibilities and expectations regarding conflicts of interest.
- C. The Chair of the College's Board of Trustees, or the Chair's designee, shall serve as a Director on the Foundation's Board. Furthermore, the President of Pensacola State College or his designee shall also serve as a Director in the Foundation's Board.
- D. The Executive Director of the Foundation, reporting to the President of the College, is responsible for all activities related to soliciting private support, establishing productive relationships with external groups, reporting of gifts and Foundation development.
- E. The College recognizes that the Foundation bears the major responsibility for private sector fundraising. College representatives will coordinate fundraising initiatives, including major gift solicitations, with the Foundation.
- F. The College President will assume a prominent role in fundraising, and work in conjunction with the leadership of the Foundation Board and the Foundation Executive Director to identify, cultivate and solicit prospects for private gifts.

IV. Foundation Employees

All full-time employees of the Foundation shall be regular employees of Pensacola State College entitled to participate in the State of Florida Retirement System and receive all of the other fringe benefits available to Pensacola State College employees allowed by law and approved by the College's Board of Trustees. As College employees they will be evaluated and compensated as deemed appropriate by the President of the College and subject to all of the College's policies and procedures, and requirements of Florida law for public employees.

V. Liability

The College and the Foundation are separate and distinct legal entities, and nothing in this agreement is intended to create or constitute a joint venture, partnership, agency, trust, or other association of any kind between the parties or persons referred to herein. Except as otherwise provided herein, no party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other party; provided however, that the Executive Director of the Foundation may bind the Foundation when acting within the scope of his or her authority as delegated by the Foundation's Board of Directors. In all matters relating to this agreement each party hereto shall have sole liability for its own acts. The Foundation shall be responsible for the acts of its Board of Directors, and the College shall be responsible for the tortious acts of the College's employees assigned to work for the Foundation when acting within the scope of their duties as an employee. The maximum limit of the College's liability shall be those limits set forth in Section 768.28, Florida Statutes, and nothing in this agreement shall be construed as a waiver of sovereign immunity beyond the limits in that statute.

VI. Foundation Responsibilities

- A. Fundraising.** The College's priorities and long-term plans related to its mission, consistent with the guidance of the College's Board of Trustees, will be communicated by the President of the College to the Foundation at Foundation meetings. The Foundation Board agrees to conduct its fund-raising activities in a manner that furthers the mission of the College regarding the operation of WSRE-TV.

The Foundation Executive Director, in consultation with the College President and Foundation Board, is responsible for planning and executing comprehensive fundraising and donor-acquisition programs in support of the College's mission. These programs include, but are not limited to, annual giving, major gifts, planned gifts, special projects, and private foundation solicitations, as appropriate.

The Foundation will establish, adhere to and annually assess its gift-management and acceptance policies. It will promptly acknowledge and issue receipts for all gifts on behalf of the Foundation and the College, and provide appropriate recognition and stewardship of such gifts. The Foundation shall also establish and enforce policies to protect donor confidentiality consistent with law.

- B. Asset Management.** The Foundation will establish asset allocation, disbursement and spending policies that support the College's mission and objectives developed by the Board of Trustees and in compliance with applicable federal and state laws.

The Foundation will receive, hold, manage, invest and disperse contributions of cash, securities, patents, copyrights and other forms of property, including immediately vesting gifts and deferred gifts that are contributed in the form of planned and deferred gift instruments, exclusively for the benefit of the College.

- C. **Audits.** The Foundation will engage an independent accounting firm annually to conduct an audit of the Foundation's financial and operational records, in accordance with rules adopted by Florida's Auditor General. The Foundation will submit the annual audit report within six (6) months of the end of the fiscal year which it covers to the College for approval by the College's Board of Trustees. The College's Board will then submit the annual audit report to the State Board of Education. The audit shall also be made available to the Auditor General of the State of Florida. The College's Board of Trustees, as well as the Auditor General and other applicable entities may require and receive from the Foundation and its independent auditor any data or supplemental data related to the operation of the Foundation.
- D. **Transfer of Funds.** The Foundation is the primary depository of private gifts and will transfer funds to the College in compliance with applicable laws, College policies and gift agreements.

When distributing gift funds to the College, the Foundation will disclose any terms, conditions, or limitations imposed by donor or legal determination on the gift. The College will abide by such restrictions, provided that they are consistent with applicable law and College policies established by the Board of Trustees. The College will also provide appropriate documentation as required.

The Foundation's disbursements to and or on behalf of the College must be for the benefit of the College, and consistent with applicable law, donor intent and College policies established by the Board of Trustees.

- E. **Access to Data.** The Foundation will provide access to data and records to the College for College purposes, as permitted by donors or required by law. The Foundation shall make available upon request all public records as required by Chapter 119, Florida Statutes, to the extent that they are not made exempt from disclosure or confidential by other provisions of the law.

VII. Foundation Name and Logo

Consistent with its mission to operate for the benefit of the College, the Foundation is granted permission to incorporate the name Pensacola State College or WSRE-TV into its own name. The Foundation has the authority to use the College's name and logo and other identifying marks in furthering its role as a direct support organization of the College, for as long as it operates in a manner consistent with the goals of the College and in the best interest of the State of Florida.

VIII. Decertification

At any time the President of the College may recommend to the BOT that the Foundation be decertified as a DSO if the President determines that the Foundation is no longer operating for the benefit of the College, the tax-exempt status of the Foundation has been revoked by the Internal Revenue Service, or

the Foundation has persistently failed to materially comply with applicable laws, rules, or this operating memorandum.

IN WITNESS WHEREOF, the parties have cause this Direct Support Organization Affiliation Agreement to be executed by their duly authorized officers.

**THE DISTRICT BOARD OF TRUSTEES
OF PENSACOLA STATE COLLEGE, FLORIDA**

By: Mayorie Moore
Chair, PSC Board of Trustees

WSRE-TV FOUNDATION, INC.
By: John T. Gekun
President, WSRE-TV Foundation

I HEREBY AGREE to perform the duties assigned to the President of Pensacola State College set forth in this Direct Support Organization Affiliation Agreement.

C. Edward Meadows
C. Edward Meadows

Approved as to form:

Thomas J. Gilliam, Jr.
Thomas J. Gilliam, Jr., General Counsel
for Pensacola State College

DIRECT-SUPPORT ORGANIZATIONS (DSO) AUDIT REVIEW CHECK LIST

**WSRE-TV FOUNDATION, INC.
FOR THE YEAR ENDING: 2024-2025**

COLLEGE PRESIDENT'S RESPONSE TO DSO AUDIT:

1. In accordance with Section 1004.70(2), Florida Statutes (F.S.), did the chair of the board of trustees appoint a representative to the board of directors and the executive committee of each direct-support organization established under section 1004.70, Florida Statutes?

YES ☒ NO ☐

NAME OF APPOINTEE Andrew Hobbs

2. In accordance with section 1004.70(2), F.S., did the president or the president's designee serve on the board of directors and the executive committee of the college's direct-support organization?

YES ☒ NO ☐

NAME OF APPOINTEE Andrew Hobbs

3. In accordance with section 1004.70(4)(c), F.S., did the board of trustees approve all transactions or agreements between one direct support organization and another direct support organization?

YES ☐ NO ☐ N/A ☒

4. In accordance with section 1004.70(4)(e), F.S., did the board of trustees authorize all debt, including lease-purchase agreements, incurred by the direct-support organization? (Authorization for approval of short-term loans and lease-purchase agreements for a term of not more than five years, including renewals, extensions, and refundings, for goods, materials, equipment, and services may be delegated by the board of trustees to the board of directors of the direct-support organization. Trustees shall evaluate proposals for debt according to guidelines issued by the Division of Florida Colleges. Revenues of the Florida College System institution may not be pledged to debt issued by direct-support organizations.)

YES ☐ NO ☐ N/A ☒

5. In accordance with section 1004.70(5), F.S., did this direct-support organization submit to the board of trustees a copy of its Internal Revenue Service (IRS) Application for Recognition of Exemption form (Form 1023) and its IRS Return of Organization Exempt from Income Tax form (Form 990)?

YES ☒ NO ☐

6. Did the board of trustees review the following issues and accept the annual audit?
- A. College support of direct-support organization's operating expenses.
 - B. Annual change in the direct-support organization's net assets.
 - C. Direct-support organization's ability to cover indebtedness (both current and projected).
 - D. Direct-support organization's internal controls.
 - E. Direct-support organization's compliance with Florida Statute.

YES x NO

7. If the direct-support organization expended \$750,000 or more in federal awards during the fiscal year, was an independent federal single audit performed as required pursuant to the *Single Audit Act Amendments of 1996 (Section 7502 (a)(1)(A))*; *OMB Circular A-133 (Part 3, Section M)*; the *Florida Single Audit Act (F.S. 215.97 (2)(a))*; or other applicable federal and state law?

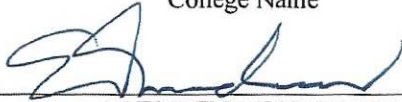
YES NO N/A x

8. Did the board of trustees approve for the addition or cancellation of a direct-support organization and notify the Florida College System Budget Office and Division?

YES NO N/A x

PENSACOLA STATE COLLEGE

College Name



PRESIDENT (SIGNATURE)

8-19-25
DATE

Dr. Ed Meadows

(Print Name)



CHAIR, BOARD OF TRUSTEES (SIGNATURE)

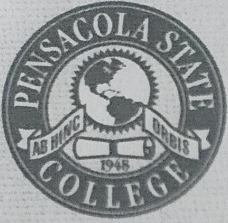
8-19-2025
DATE

Gordon Sprague

(Print Name)

Please attach this checklist to the audit and return to:

Director, The Florida College System Budget Office
Florida Department of Education
325 West Gaines Street, Suite #1224
Tallahassee, FL 32399-0400
Collegereporting@fldoe.org



PENSACOLA STATE COLLEGE

EXHIBIT

2

September 25, 2025

Office of the President

Pensacola State College
1000 College Boulevard
Pensacola, FL 32504-8998
850-484-1700
Fax 850-484-1840
www.pensacolastate.edu

WSRE-TV Foundation, Inc.
ATTN: Dr. Brent Videau, President
1000 College Blvd.
Pensacola, Florida 32504

Dear Dr. Videau:

At the Board of Trustees meeting held on September 16, 2025, the Pensacola State College Board of Trustees made the difficult decision to decertify the WSRE-TV Foundation, Inc., pursuant to the Direct Support Organization Affiliation Agreement dated November 17, 2016. As President of the College, I made this recommendation to the Board after long deliberation and consideration of the funding cuts from the Federal Government and the State of Florida. This created a significant budget shortfall beginning in the fiscal year 2026. This serves as formal notification of the termination of the WSRE Foundation as a direct support organization of Pensacola State College, effective upon receipt of this letter dated September 25, 2025.

Article III of the Articles of Incorporation for the Foundation states:

The purposes for which the Corporation is organized are to raise funds for and otherwise to support the activities, operations and capital needs of noncommercial education station WSRE-TV.

The Trustees of the College wish to continue to work with the Board of the Foundation on how things move forward from here pursuant to the Affiliation Agreement and the corporate documents for the Foundation as it pertains to disbursing WSRE Foundation assets.

With respect to asset management, the Affiliation Agreement states that:

- B. **Asset Management.** The Foundation will establish asset allocation, disbursement and spending policies that support the College's mission and objectives developed by the Board of Trustees and in compliance with applicable federal and state laws.

The Foundation will receive, hold, manage, invest and disperse contributions of cash, securities, patents, copyrights and other forms of property, including immediately vesting gifts and deferred gifts that are contributed in the form of planned and deferred gift instruments, exclusively for the benefit of the College.

With respect to the transfer of funds, the Affiliation Agreement states that:

- D. **Transfer of Funds.** The Foundation is the primary depository of private gifts and will transfer funds to the College in compliance with applicable laws, College policies and gift agreements.

When distributing gift funds to the College, the Foundation will disclose any terms, conditions, or limitations imposed by donor or legal determination on the gift. The College will abide by such restrictions, provided that they are consistent with applicable law and College policies established by the Board of Trustees. The College will also provide appropriate documentation as required.

The Foundation's disbursements to and or on behalf of the College must be for the benefit of the College, and consistent with applicable law, donor intent and College policies established by the Board of Trustees.

I believe now that the funding for PBS has been cut, the WSRE-TV Foundation, Inc., and Pensacola State College Foundation, Inc. are duplicative. Beginning in the fiscal year 2026, the decertification brought about by federal and state cuts has made it so that the WSRE-TV Foundation will have no support staff paid for by these funding sources. As such, I would ask the WSRE-TV Foundation, Inc. to dissolve and allow the Pensacola State College Foundation, Inc. to utilize WSRE Foundation assets to continue to support WSRE-TV in its new format and continue to perform the community outreach functions that the WSRE-TV Foundation, Inc. has supported over many, many years.

Sincerely,

Ed Meadows
President

**BYLAWS
OF
WSRE-TV FOUNDATION, INC.**

EXHIBIT 3

ARTICLE I. OFFICES

Section 1. Principal Office.

The principal office of the Corporation in the State of Florida shall be located in Pensacola, Florida. The Corporation may have such other offices, either within or without the State of Florida, as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.

Section 2. Registered Office.

The Corporation shall have and continuously maintain in the State of Florida a registered office, and a registered agent whose office is identical with such registered office, as required by the Florida Not For Profit Corporation Act. The registered office may be, but need not be, identical with the principal office in the State of Florida, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II. BOARD OF DIRECTORS

Section 1. General Powers.

The affairs of the Corporation shall be managed by its Board of Directors.

Section 2. Elections. Number, Tenure and Qualifications.

The maximum number of Directors shall be twenty-seven. The Executive Director of the Corporation shall be the General Manager of WSRE and shall serve as a Director at the pleasure of the Board. The Chairperson of the District Board of Trustees for Pensacola Junior College, or his or her designee, shall serve as a Director of the WSRE-TV Foundation, Inc. Board of Directors and be appointed on an annual basis. The President of Pensacola Junior College, or his or her designee, shall serve as a Director of the WSRE-TV Foundation, Inc.

Board of Directors and be appointed on an annual basis. At the annual meeting of the Directors, the Directors shall elect Directors for terms of three years to succeed the Directors whose terms are then expiring, each such term to commence on July 1 of the year of election and to expire on June 30 of the third year following the year of election. A Director may succeed him or herself, but no Director (other than the Executive Director, the Chairperson of the District Board of Trustees of Pensacola junior College or his or her designee, and the President of Pensacola Junior College or his or her designee) may serve for more than two successive full terms (a full term is defined as a term of two or more years to which a Director is elected). Directors shall be elected from among members of the community of Pensacola, Florida and nearby counties. The Business Manager for WSRE shall serve as Treasurer of the WSRE-TV

Foundation, Inc., and may serve as a Board Member, ex -officio, without vote, at the pleasure of the board.

Section 3. Regular Meetings.

A regular annual meeting of the Board of Directors shall be held each May or at such other time, date and place as the Board of Directors shall resolve.

The Board of Directors may provide by resolution the time and place, either within or without the State of Florida, for the holding of additional regular meetings of the Board without other notice than such resolution.

Section 4. Special Meetings.

Special meetings of the Board of Directors may be called by the Chairman on his or her initiative or at the written request of any five Directors.

Section 5. Notice.

Notice of any meeting of the Board of Directors shall be given at least ten days previously thereto by a written notice delivered personally or sent by express service, U.S. Express Mail, E-Mail, mailgram, telegram or telefacsimile (in the case of telefacsimile, with receipt confirmed by telephone) to each Director at the address shown by the records of the Corporation. Notice shall be deemed to be given upon dispatch. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

Section 6. Quorum.

Ten members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a quorum is present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting.

The act of a majority of the Directors at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws.

Section 8. Vacancies.

Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of directors may be filled by the affirmative vote of the Board of Directors. The Director elected to fill a vacancy shall be elected for the unexpired term of the Director's predecessor in office, and election under such circumstances to serve for a remaining period of two years or more shall constitute election for a full term for purposes of determining the Director's eligibility for reelection for successive terms.

Section 9. Compensation.

Directors as such shall not receive any stated salaries for their services, but, by resolution of the Board of Directors, expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; but nothing in these Bylaws shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefrom.

ARTICLE III. OFFICERS

Section I. Officers.

The officers of the Corporation shall be a Chairman of the Board of Directors; a Vice Chairman of the Board of Directors; a Secretary; a Treasurer; an Executive Director; and such other officers as may be elected or appointed in accordance with the provisions of this Article. The Chairman of the Board, the Vice Chairman of the Board and the Executive Director shall be members of the Board of Directors. The General Manager of WSRE will serve as the Executive Director of the WSRE TV Foundation, Inc. The Business Manager of WSRE will serve as the Treasurer of the WSRE TV Foundation. Other officers may be members of the Board as the Board shall decide. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, except the offices of Chairman and Vice Chairman and the offices of Chairman and Secretary.

Section 2. Election and Term of Office.

The officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until a successor shall have been duly elected and shall have qualified.

Section 3. Removal.

Any officer or member of the Board elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officers or Board member so removed.

Section 4. Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. Chairman of the Board.

The Chairman of the Board shall preside at all meetings of the Board of Directors; and in general perform all duties incident to the office of Chairman of the Board and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice Chairman of the Board.

In the absence of the Chairman of the Board or in the event of his inability or refusal to act, the Vice Chairman of the Board shall perform the duties of the Chairman of the Board, and when so acting shall have all the powers of and be subject to all the restrictions upon the Chairman of the Board. The Vice Chairman of the Board shall perform such other duties as from time to time may be assigned by the Board of Directors.

Section 7. Executive Director.

The Executive Director shall be the principal executive officer of the Corporation and shall in general supervise and control the business and affairs of the Corporation; sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Corporation; and in general perform all duties incident to the office of Executive Director and such other duties as may be prescribed by the Board of Directors from time to time.

Section 8. Treasurer.

As required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine; shall have charge and custody and be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit monies in the name of the Corporation in such banks, trust companies or other depositories as shall be elected in accordance with provisions of Article VII of the Bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Chairman or by the Board of Directors.

Section 9. Secretary.

The Secretary shall keep the minutes of meetings of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provision of these Bylaws which are required by law; be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provision of these Bylaws; and in incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Executive Director or by the Board of Directors.

Section 10. Assistant Treasurers and Assistant Secretary.

As required by the Board of Directors, the Assistant Treasures shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the Executive Director or the Board of Directors.

ARTICLE IV. COMMITTEES

Section 1. Committees of Directors.

The Board of Directors may designate and appoint one or more committees, each of which shall consist of two or more Directors, which Committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation, except that no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the Bylaws; electing, Appointing or removing any member of any committee or any Director or officer of the Corporation; amending the articles of incorporation; restating articles of incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking proceedings thereof; adopting a plan for the distribution of the assets of the Corporation; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee. Any committee designated pursuant to this section may be abolished the Board of Directors, and any member appointed to a committee may be removed at any time by the Board of Directors. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual Director, of any responsibility imposed thereon by law.

Section 2. Executive Committee.

The Board of Directors may, in its discretion, by resolution, constitute a general Executive Committee for the Board, appoint the members thereof, and specify its authority and responsibility. Such committee shall be composed of not fewer than three members of the Board of Directors, including the Chairman and the Executive Director, who shall serve at the pleasure of the Board. The Business Manager of WSRE-TV, Pensacola, Florida, shall serve on the Executive Committee in an ex-officio capacity, without vote.

The Executive Committee shall have such powers and shall perform such duties as the Board may delegate to it in writing from time to time, including the immediate oversight in management of the business affairs of the Corporation, except that the committee shall have no power to adopt, amend, or repeal the Bylaws of the Corporation. The Executive Committee shall be organized and shall perform its functions as directed by the Board and shall report periodically to the Board.

The Executive Committee shall act by a majority of the members thereof, and any action duly taken by the Executive Committee within the course and scope of its authority shall be binding upon the Corporation. The Executive Committee may be abolished at any time by the vote of a majority of the Board of Directors then in office, and during the course of the Executive Committee's existence, its membership may be increased or decreased and the authority and duties of the Executive Committee changed by the Board of Directors as it may deem appropriate.

Section 3. Other Committees.

Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be appointed in such manner as may be designated by resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be directors of the Corporation, and the Chairman of the Board of the Corporation shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interest of the Corporation shall be served by such removal.

Section 4. Term of Office.

Each member of a committee shall continue as such until a next annual meeting of the Board of Directors and until a successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 5. Chairman.

One member of each committee shall be appointed Chairman by the person or persons authorized to appoint the members thereof.

Section 6. Vacancies.

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 7. Quorum.

Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of the majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 8. Rules.

Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE V. ENDOWMENT FUND

The Board of Directors of the WSRE-TV Foundation, Inc. have created, by resolution, the WSRE-TV Foundation Endowment Fund as a separately administered endowment fund for the purposes of providing operational dollars derived from interest and to provide for the future operating and capital needs of WSRE. Funds from the endowment may be used as matching funds for state, federal or other grants. These matching funds may only be made from Endowment corpus in excess of One Million Dollars (\$1,000,000.00), which shall be kept as a base minimum for the endowment. Unless otherwise specifically restricted by a fund donor, the interest income of the Endowment Fund shall be utilized for operating expenses of the Foundation whenever necessary as determined by the Board of Directors, considering the best interest of the Foundation and its purposes and functions. These interest transfers for operational expenditure may only be made when the corpus of the Endowment is in excess of \$1,000,000. The Directors of the Foundation will appoint a Committee of the Board, composed of no fewer than five (5) members, for the sole purpose of managing and administering said endowment fund and to insure that it continues to comply with the purposes set forth above. The Committee will have at least 3 members currently in good standing of the Board of Directors of the Foundation. In addition, the Chair of the Board of Directors and the Executive Director of the Foundation shall serve as ex-officio members of the Committee. The Chairman of the Committee, or his or her designee, shall make regular reports concerning the financial activities of the endowment fund to the Board of Directors of the Foundation at their regularly scheduled meeting. The endowment fund may not be altered, amended, terminated or used for any other purposes than those set forth above, without the affirmative vote of eighty percent (80%) or greater of the fully constituted Board of Directors of the Foundation. It is further noted that the Committee and the Board of Directors shall take no actions with respect to the Endowment Fund which would in any manner jeopardize the 501(c)(3) status of the WSRE-TV Foundation, Inc.

ARTICLE VI. INFORMAL ACTION BY DIRECTORS OR COMMITTEES

Section 1. Written Consent.

Action taken by the Directors or members of a committee without a meeting is nevertheless Board or committee action if written consent to the action in question is signed by all the Directors or members of the committee, as the case may be, and filed with the minutes of the proceedings of the Board or

Section 2. Ratification.

If a meeting of Directors otherwise valid is held without proper call or notice, action taken at such meeting otherwise valid is deemed ratified by a Director who did not attend unless promptly after having knowledge of the action taken and of the impropriety in question there is filed with the Secretary or Assistant Secretary of the Corporation written objections to the holding of the meeting or to any specific action so taken.

Section 3. Telephone Meetings.

Any one or more Directors or members of a committee may participate in a meeting of the Board or committee by means of a conference telephone or similar communications device which

allows all persons participating in the meeting to hear each other and such participation in a meeting shall be deemed presence in person at such meeting.

ARTICLE VII. INDEMNIFICATION AND INSURANCE

Section 1. Indemnification.

To the full extent permitted by the Florida Not For Profit Corporation Act or any successor legislation, each officer or Director or former officer or Director of the Corporation, and each person who shall, at the Corporation's request, have served as an officer or director of another corporation of which the Corporation is or was a stockholder or creditor, whether or not then in office, and the heirs, executors, administrators, successors and assigns of each of them shall be indemnified by the Corporation against all cost and expenses, including fees and disbursements of counsel, reasonably incurred by or imposed upon them in connection with or arising out of any action, suit, or proceeding, civil or criminal, in which they may be involved, or incurred in anticipation of any action, suit, or proceeding, by reason of being or having been an officer or Director of the Corporation or of such other Corporation including the costs of reasonable settlement (other than amounts paid to the Corporation itself) made with a view to curtailment of costs of litigation.

Section 2. Insurance.

The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability.

ARTICLE VIII. CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1 . Contracts.

The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Checks. Drafts. Etc.

All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the Executive Director of the Corporation.

Section 3. Deposits.

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories that the Board of Directors may select.

Section 4. Gifts.

The Board of Directors may accept on behalf of the Corporation any contribution, gift, request or device for the general purposes or for any special purpose of the Corporation.

ARTICLE IX. BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors. All books and records of the Corporation may be inspected by any Director, or the agent or attorney of any Director, for any proper purpose at any reasonable time.

ARTICLE X. FISCAL YEAR

The fiscal year of the Corporation shall be established by the Board of Directors.

ARTICLE XI. WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Florida Not For Profit Corporation Act or under the provisions of the Articles of Incorporation or the Bylaws of the Corporation, a waiver in writing signed by the person or persons entitled to such notice, whether before or after the times stated in the notice, shall be deemed equivalent to the giving of such notice.

ARTICLE XII. AMENDMENTS TO BYLAWS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by 14 of the Directors then in office at any regular meeting or at any special meeting, if at least fourteen days written notice is given of intention to alter, amend or repeal or to adopt new Bylaws at such meeting.

Adopted this 27th day of February 1990.

Amended:

June 21, 2000

June 17, 2009